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7 Counsel for Plaintiff

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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 FilmKraft Productions India PVT Ltd.,

12 Plaintiff,

13 v.

14 Spektrum Entertainment, Inc., Raj Shah, and
Bina Shah,

15 Defendants.

Case No. 2:08-cv-01293-JCM-GWF

16 **FINAL JUDGMENT**

17 Pursuant to this Court's Order entered December 1, 2010 [Docket No. 175] ordering Plaintiff
18 to submit an appropriate final judgment,

19 **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that judgment is entered in
20 favor of Plaintiff FilmKraft Productions India PVT, Ltd. ("Plaintiff" or "FilmKraft") and against
21 Defendants Spektrum Entertainment, Inc., ("Spektrum") Raj Shah and Bina Shah (collectively
22 "Defendants") on all counts of Plaintiff's Complaint, with this Court declaring as follows:

23 a. Defendant Spektrum has breached the Agreement entered into between the parties by
24 failing to provide adequate accounting of its alleged payments to vendors and by failing to make
25 payments to vendors as required by the terms of the Agreement;

26 b. Defendant Spektrum violated the implied covenant of good faith and fair dealing;

27 c. Defendant Spektrum's wrongful and intentional failure to pay vendors caused an
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1 interference and disruption of the contractual relationship between FilmKraft and several of its
2 vendors;

3 d. Defendants wrongfully exerted dominion over Plaintiff's property, namely monies
4 owned by FilmKraft and that Defendants' dominion over FilmKraft's property was in derogation,
5 exclusion, and defiance of FilmKraft's right to that property;

6 e. Defendant Spektrum intentionally misrepresented amounts of monies owed to
7 vendors thereby inducing FilmKraft to pay far more than was necessary to Spektrum to cover
8 expenses to vendors; and

9 f. Raj and Bina Shah, as alter egos of Defendant Spektrum, are hereby liable for
10 damages incurred by Plaintiff FilmKraft.

11 **IT IS FURTHER ORDERED AND ADJUDGED** that said Judgment shall include the
12 following specific relief:

13 a. Defendants shall pay Plaintiff \$1,651,061 for the amount of FilmKraft's funds
14 unaccounted for and converted by Defendants;

15 b. Defendants shall pay Plaintiff \$994,849 for FilmKraft's loss of the State of New
16 Mexico film rebate;

17 c. Attorneys fees and costs are hereby awarded to FilmKraft as the prevailing party, the
18 amount to be determined via a verified memorandum of all fees and costs incurred by FilmKraft,
19 such Memorandum to be submitted by FilmKraft's counsel within 14 days after the date of entry of
20 this Judgment.

21 d. Defendants shall pay Plaintiff \$21,000 for additional costs incurred by FilmKraft to
22 hire a new line producer to replace Defendants;

23 e. Defendants shall pay Plaintiff \$2,000,000 for lost income due to Defendants'
24 interference with the release and distribution of the film *Kites*;

25 f. Defendants shall pay Plaintiff \$5,000,000 in punitive damages;

26 g. Defendants shall pay Plaintiff for prejudgment accrued interest at 5.25% through
27 judgment and post-judgment interest at the statutory rate equivalent to the weekly average 1-year
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1 constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve
2 System, for the calendar week preceding the date of judgment;

3 h. Jurisdiction is reserved to award FilmKraft further attorney's fees and costs incurred
4 in the prosecution and defense of this and related matters after Final Judgment has been entered;

5 i. Defendants are permanently enjoined from interfering with Plaintiff's vendors,
6 including Plaintiff's filmstock company; and

7 j. The Preliminary Injunction entered against Defendants on April 13, 2010 [Docket #
8 126] is hereby converted to a Permanent Injunction.

9 DATED: January 24, 2011.

10
11 
12 UNITED STATES DISTRICT JUDGE

13 Respectfully Submitted by:

14 GREENBERG TRAURIG, LLP

15
16 /s/ Ronald D. Green

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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I hereby certify that on January 18, 2011, I served the foregoing **[PROPOSED] FINAL JUDGMENT** as follows:

Spektrum Entertainment, Inc.,
Raj Shah and Bina Shah
401 Seaspray Janki Kutir Juhu Church Road Juhu
Mumbai, MH 400049
India
<reeleye@gmail.com>
<spektrumproductions@gmail.com>
<happyhoursproductions@gmail.com>
<rainbowentertainment@gmail.com>

by causing a full, true, and correct copy thereof to be sent by the following indicated method or methods, on the date set forth below:

- ☒ by mailing in a sealed, first-class postage-prepaid envelope, addressed to the last-known address of Plaintiffs, and deposited with the United States Postal Service at Las Vegas, Nevada.
- ☐ by hand delivery.
- ☐ by sending via overnight courier in a sealed envelope.
- ☐ by faxing to the attorney at the last-known fax number.
- ☒ by electronic mail to the last known e-mail address.

/s/ Cynthia L. Ney
An employee of Greenburg Traurig, LLP